



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Eastchester Union Free School District and Eastchester School Monitors Association, NYSUT, AFT, AFL-CIO, Local 3800 (2003)**

Employer Name: **Eastchester Union Free School District**

Union: **Eastchester School Monitors Association, NYSUT, AFT, AFL-CIO**

Local: **3800**

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

PERB ID Number: **4958**

Unit Size: **98**

Number of Pages: **9**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AGREEMENT

between the

EASTCHESTER FREE SCHOOL DISTRICT
Eastchester, New York

and the

EASTCHESTER SCHOOL MONITORS' ASSOCIATION

July 1, 2003 – June 30, 2006

RECEIVED

DEC 22 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1st day of July 2003 and expiring on the 30th day of June 2006, by and between the Eastchester Union Free School District, Eastchester, New York (Board) and the Eastchester School Monitors' Association, Local 3800, NYSUT, AFT, AFL-CIO (Association).

ARTICLE I – RECOGNITION

The Board hereby recognizes the Eastchester School Monitors' Association as the exclusive negotiation agent for the School Monitors of this District.

ARTICLE II – INTRODUCTORY PERIOD

It is expressly understood and agreed that this first year of employment of any new School Monitor shall be an introductory period. After the introductory period of one year of satisfactory service the School Monitor will not be fired except for cause and may have the protection of Section 75, New York State Civil Service Law.

ARTICLE III – SALARY

A. The following salary schedule shall be in effect:

	7/1/2003 (2.5%)	2/1/2004 (1%)	7/1/2004 (2.5%)	2/1/2005 (1%)	7/1/2005 (2.5%)	2/1/2006 (1%)
1	\$12.68	\$12.81	\$13.13	\$13.26	\$13.59	\$13.73
2	\$12.95	\$13.08	\$13.41	\$13.54	\$13.88	\$14.02
3	\$13.21	\$13.34	\$13.67	\$13.81	\$14.16	\$14.30
4	\$13.47	\$13.60	\$13.94	\$14.08	\$14.43	\$14.58
5	\$13.74	\$13.87	\$14.22	\$14.36	\$14.72	\$14.87

B. Longevity Increments: Effective July 1, 2003, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$56.42 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$56.42 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$56.42 per annum. School

Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$56.42 per annum (making a total of \$225.66 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

Effective February 1, 2004, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$56.98 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$56.98 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$56.98 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$56.98 per annum (making a total of \$227.92 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

Effective July 1, 2004, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$58.40 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$58.40 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$58.40 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$58.40 per annum (making a total of \$233.62 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

Effective February 1, 2005, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$58.99 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$58.99 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$58.99 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$58.99 per annum (making a total of \$235.95 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

Effective July 1, 2005, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$60.46 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$60.46 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$60.46 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$60.46 per annum (making a total of \$241.85 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

Effective February 1, 2006, School Monitors who have completed ten (10) years of service to the District shall receive a longevity increment of \$61.07 per annum for each assigned hour of work. School Monitors who have completed fifteen (15) years of service to the District shall receive an additional longevity increment of \$61.07 per annum. School Monitors who have completed twenty (20) years of service to the District shall receive an additional longevity increment of \$61.07 per annum. School Monitors who have completed twenty-five (25) years of service to the District shall receive an additional longevity increment of \$61.07 per annum (making a total of \$244.27 per annum) for each assigned hour of work. Longevity payments shall be made in the last check before Christmas. If an employee receives such longevity and leaves the District prior to the end of the school year, a prorata adjustment shall be made in the employee's last paycheck.

- C. School Monitors' approved pay shall be determined as follows: Hourly rate x (times) number of assigned hours/day x (times) number of days in school calendar for monitors. School Monitors shall be paid twenty-one (21) or twenty-six (26) nearly equal pay checks to be spread over the last twenty-one (21) pay periods of the school year.
- D. School Monitors shall be paid for all hours for which they are scheduled and actually work on all scheduled school days plus two (2) Superintendent conference days between September 1 and the close of the school. Monitors shall also be paid for all scheduled days that the school is closed by Board directive or emergency.
- E. The Board agrees to deduct from the salaries of the School Monitors dues for the Association as said School Monitor individually and voluntarily in writing authorizes the Board to deduct in twenty-one (21) or twenty-six (26) nearly equal installments, or on a prorata basis if working less than a full school year, and to transmit the monies to the Association. The Board shall also make voluntary deductions, upon presentation of an authorization card, for the NYSUT Benefit Trust Fund and for VOTE/COPE.

ARTICLE IV – WORKERS' COMPENSATION

School Monitors shall be covered by Workers' Compensation Insurance as paid for by the District.

ARTICLE V – EMPLOYEE BENEFITS

- A. School Monitors shall continue to participate in the New York State Employees' Retirement System (Special Career Plan) which shall be totally paid by the District.
- B. School Monitors hired after July 1, 1976, must join the appropriate plan of the New York State Employees Retirement System in accordance with applicable laws and regulations.
- C. The District's health insurance program will be made available, at no cost to the employee, to any School Monitor who is scheduled to work more than 17 ½ hours a week, upon the death or permanent disability of the employee's spouse. An employee who is receiving health insurance from the District at the time of retirement shall continue to receive such health insurance for the life under the following conditions.
 - 1. Employees who are receiving health insurance prior to September 1, 1996, shall be required to make yearly contribution of \$60 for the single plan or \$120 for the family and two person plan until retirement, or for a period of 10,800 work hours, whichever is sooner, in order to receive the retirement health insurance benefit. If such employees do not wish to receive health insurance as part of retirement, they shall not be required to make health insurance contributions in order to have such health insurance while they are employed.
 - 2. Any employee who is eligible for health insurance after September 1, 1996, and chooses to take such insurance, shall make the annual \$60 and \$120 contribution. To be eligible for health insurance during retirement such employees must make the contribution until retirement, or for a period of 10,800 work hours, whichever is sooner.
 - 3. The yearly rate of District contribution during retirement shall be 70% (individual) and 50% (family).
 - 4. Notwithstanding the above requirements, the employee must meet whatever eligibility requirements for coverage as a retiree that the health insurance plan required.
 - 5. All others may be participants in the Plan at their own cost.
- D. School Monitors who have worked for the District for the last ten (10) years, and are at least 55 years of age and retire, shall receive at the time of retirement, pay for 50% of their unused accumulated sick leave. Such pay shall be based on their daily rate of pay in their last year of employment.

ARTICLE VI – PAID LEAVE

- A. 1. A School Monitor who works less than four (4) hours a day shall be credited with twelve (12) sick days (as defined in A.2 below) each school year. Those who work four (4) hours or more a day shall be credited with fifteen (15) sick days each school year. A School Monitor may accumulate unused sick leave to a total of One hundred and eighty (180) days (as defined in A.2 below). School Monitors employed after commencement of the school year shall be entitled to sick leave equivalent to 1.2 day (as defined in A.2 below) for each month of service, or 1.5 days for each month of service for those working four (4) hours or more a day.
2. For the purpose of determining available sick leave, a “day” shall be defined as the number of hours worked per day in the year credited. When sick leave is taken, the number of hours worked per day in the year charged shall be deducted from the total number of hours.
- B. In the event of the death of any member of a School Monitor’s immediate family, the School Monitor shall be entitled to a leave of absence at full pay for three (3) days (as defined in A.2 above). For purpose of this article, the immediate family shall include: spouse, parent, child, brother, and sister.
- C. A maximum of two (2) days (as defined in A.2 above) per year may be taken as personal leave for compelling personal business.
- D. In case of illness necessitating absence beyond the maximum sick leave allowed at full pay, each School Monitor shall receive one-half pay for as many months, or fraction thereof, as he/she has years of service, less any months, or fraction thereof, for which he/she has previously received half pay on account of illness during such service.
- E. A Monitor shall receive annually, pay for the following holidays: Thanksgiving (2 days), Christmas (5 days), Easter (2 days), Memorial Day (1 day). Such pay will be based on their daily rate of pay.

ARTICLE VII – ASSOCIATION RIGHTS

- A. The School Monitors will have the right to use school buildings without cost before or after school hours for meetings. The Principal of the building in question shall be consulted as to the availability of space.
- B. There shall be bulletin board space in all faculty lounges for the use of School Monitors.
- C. School Monitor materials may be distributed through inter-school mail.
- D. The names and addresses of School Monitors will be given to the Association upon request after September 1 of each year.

- E. School Monitors shall have the right to examine their personnel files.
- F. The Board agrees to provide a copy of this Agreement to all unit employees.

ARTICLE VIII – OPPORTUNITIES

- A. Seniority shall prevail in all openings, provided however, that the District may hire a less senior candidate, provided that such candidate is significantly more qualified. The unit president shall be notified of all openings.
- B. The District will create a seniority of School Monitors. Employees' seniority shall date from the initial date of continuous employment in the bargaining unit. In the event of a reduction in force, the employee with the least seniority shall be the first to be excessed.

An excessed employee may bump down to re-acquire the number of work hours he/she had before excessing, to the extent possible. If the senior excessed employee assumes a position in another building, the employee must be acceptable in new building to the Superintendent or his/her designated representative. If the senior excessed employee is not acceptable in the new building, the District will place the employee in another suitable unit.

- C. A recall list for School Monitors whose positions have been abolished shall be created, and said School Monitors shall be placed on a preferred eligible list in order of seniority, for any similar position henceforth created or for any substitute work.

ARTICLE IX – GRIEVANCE PROCEDURE

- A. Definitions
 - 1. The term "grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of employment in the contract.
 - 2. The "aggrieved" is the School Monitor making the claim, or the Union.
 - 3. "Principals" means the persons then acting as the principal of the individual school buildings within the Eastchester Union Free School District, or their respective designees.
 - 4. "Superintendent" means the person then acting as Superintendent of Schools of Eastchester Union Free School District, or his/her designee.
- B. Informal Procedure

Any School Monitor who believes he/she has a grievance shall discuss it informally with the building principal involved, or his/her designee, with the objective of having the grievance adjusted informally.

C. Formal Procedure.

Step One. The aggrieved will first present the grievance, in writing, no later than ten (10) school days after the grievance arises to the building principal involved, or his/her designee. The principal or designee shall render his/her decision within ten (10) days after receipt of the grievance.

Step Two. If the grievance is not settled in Step One and the aggrieved desires to appeal, the grievance shall be reduced to writing and be submitted no later than five (5) school days after receipt of the principal's decision or fifteen (15) days from submission of the grievance in Step One, whichever is sooner, to the Superintendent or its designee.

Step Three. If the grievance is not settled in Step Two and the aggrieved desired to appeal, the grievance shall be submitted, in writing, no later than ten (10) school days after receipt of the Superintendent's decision or twenty-five (25) days from submission of the grievance in Step One, whichever is sooner, to the Board of Education or its designee.

Step Four.

- a. If the grievance is not settled in Step Three and the aggrieved desires to appeal, the grievance may be submitted to arbitration under the rules and procedures of the American Arbitration Association, provided however that the arbitration must be instituted within thirty (30) days after receipt of the written decision of the Board or its designee, or if no written decision is rendered, within forty-five (45) days after the meeting with the Board or its designee.
- b. The decision of the arbitrator shall be advisory only and shall not bind any party interest as to this or any other grievance including, but not limited to, grievances relating to the application of any Board rule, regulation or policy.
- c. The cost of such arbitration shall be shared equally by the parties.

ARTICLE X – BOARD RIGHTS

The Board reserves to itself, subject to the terms of this Agreement, all rights including, but not limited to, the right to select School Monitors; to hire and assign them to their work while employed in the District; to supervise and direct them in their duties; to judge their efficiency and competency in the performance of work assigned; to transfer them as in its discretion may be necessary or advisable; and to discipline and/or suspend, to dismiss or lay them off, temporarily or permanently, as in its discretion may be necessary or advisable. The Board further reserves

the right to delegate its authority to the Superintendent of Schools and/or his/her designed representative.

ARTICLE XI – SEPARABILITY

If any provision of the Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law, but all such other provisions of this Agreement shall remain in full force and effect.

ARTICLE XII – REQUIRED CLAUSE

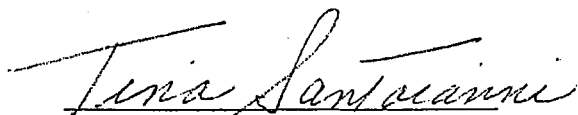
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIII – SCOPE AND DURATION


- A. This agreement shall become effective on and shall remain in full force and effect from July 1, 2003 until June 30, 2006.
- B. This Agreement constitutes the full and complete Agreement between the parties and shall not be modified, deleted from, added to, superseded or altered without the written agreement of the parties after appropriate good faith negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this 2 day of April, 2003.

For the Union


Tina Santoianni, President
Eastchester School Monitors'
Association

For the District


Dr. Robert C. Siebert, Superintendent
Eastchester Union Free School District